

STATE OF INDIANA)

COUNTY OF MARION)

SS:

IN THE MARION CIRCUIT COURT

AVC NO. 09-010

IN RE:)

BRAYDEN CLUFF)

Respondent.)

FILED

161

MAR 17 2009

Elizabeth L. White
CLERK OF THE MARION CIRCUIT COURT

ASSURANCE OF VOLUNTARY COMPLIANCE

The State of Indiana, by Attorney General Gregory F. Zoeller and Deputy Attorney General Greg A. Schrage, and Respondent, Brayden Cluff, enter into this Assurance of Voluntary Compliance ("Assurance"), pursuant to Indiana Code § 24-5-0.5-7.

Any violation of the terms of this Assurance constitutes *prima facie* evidence of a deceptive act. This Assurance is entered into without any adjudication of any issue of fact or law and upon consent of the parties.

The parties acknowledge and agree as follows:

1. Respondent, Brayden Cluff, is an individual engaged in the door to door sale of home security systems and other security services. Respondent performed these sales and solicitations in the state of Indiana.

2. The terms of this Assurance apply to and are binding upon Respondent and Respondent's agents, employees, officers, owners, representatives, assigns, and successors.

3. Respondent acknowledges the jurisdiction of the Indiana Attorney General to investigate matters hereinafter described and to enforce the terms of this Assurance, pursuant to the authority of Ind. Code § 4-6-9-4 and Ind. Code §§ 24-5-0.5-1 through -12.

4. The parties agree that if any term used in the Assurance is defined under Ind. Code §§ 24-5-0.5-1 through -12 (the "Deceptive Consumer Sales Act"), the term shall have the meaning set forth under the respective Act.

5. Respondent agrees that he shall not represent, orally, in writing, by electronic communication, or through his actions, that the subject of a consumer transaction has sponsorship, approval, performance, characteristics, accessories, uses, or benefits it does not have which Respondent knows or should reasonably know it does not have.

6. Respondent agrees that he shall not represent, orally, in writing, by electronic communication, or through his actions, that replacement or repair constituting the subject of a consumer transaction is needed, if it is not and if Respondent knows or should reasonably know that it is not.

7. Respondent agrees that he shall not represent, orally, in writing, by electronic communication, or through his actions, that he has a sponsorship, approval, or affiliation in a consumer transaction he does not have, and which Respondent knows or should reasonably know that he does not have.

8. Respondent agrees to fully comply with the Deceptive Consumer Sales Act in all his consumer transactions.

9. Respondent agrees to pay One Hundred Dollars (\$100.00) in costs to the Indiana Attorney General, pursuant to Ind. Code § 24-5-0.5-4(c)(3).

10. Respondent shall not represent that the Indiana Attorney General approves or endorses his past or future business practices, or that execution of this Assurance constitutes such approval or endorsement.

11. Respondent shall fully cooperate with the Indiana Attorney General in the resolution of any and all future complaints the Consumer Protection Division receives against him.

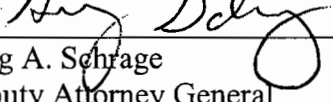
12. This Assurance does not constitute Respondent's admission of guilt or liability.

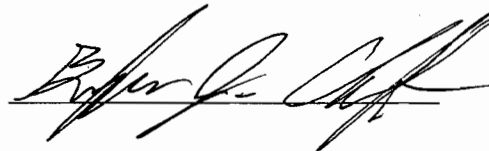
13. The Indiana Attorney General shall file this Assurance with the Circuit Court of Marion County. The Court's approval of this Assurance shall not act as a bar to any private right of action.

DATED this 6th day of March, 2009.

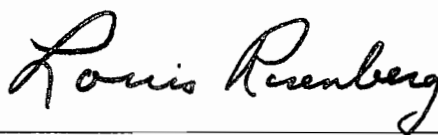
STATE OF INDIANA
GREGORY F. ZOELLER
Attorney General of Indiana

RESPONDENT
Brayden Cluff

By: 
Greg A. Schrage
Deputy Attorney General
Attorney No. 27630-32
Office of the Indiana Attorney General
302 W. Washington Street, 5th Floor
Indianapolis, IN 46204
Telephone (317) 234-2354



APPROVED this 17th day of March, 2009.



Judge, Marion Circuit Court